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- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Also includes "bodily injury" and "property damage" arising from the consumption of food or beverages sold, handled or distributed as "your product" at any premises you own or rent.
- c. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of that vehicle;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in this Coverage Part, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

21. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

**SECTION VI – NUCLEAR ENERGY LIABILITY EXCLUSION**

The insurance does not apply:

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1. Under any Liability Coverage, to "bodily injury" or "property damage":
    - a. With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limits of liability; or
    - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  2. Under any Medical Expenses coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  3. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:
    - a. The "nuclear material" (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (2) has been discharged or dispersed therefrom;
    - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any insured; or
    - c. The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to "property damage" to such "nuclear facility" and any property thereat.
- As used in this exclusion:
- "Hazardous properties" include radioactive, toxic or explosive properties;
- "Nuclear material" means "source material," "special nuclear material," and "by-product material," which have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- "Waste" means any waste material (1) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (2) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."
- "Nuclear facility" means:
- a. Any "nuclear reactor";
  - b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
  - c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- "Property damage" includes all forms of radioactive contamination of property.

## COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name of Person or Organization (Vendor):

Your Products:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

## COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ELECTRONIC DATA LIABILITY AMENDMENT ENDORSEMENT

This endorsement modifies provisions in the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. Paragraphs d. & e. of the definition of "personal and advertising injury" in SECTION V – DEFINITIONS are deleted and replaced by the following:
  - d. Publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.
  - e. Publication, in any manner, of material that violated a person's right of privacy.
2. In SECTION V – DEFINITIONS paragraphs 1., 4. and 17. are deleted and replaced by the following:
  1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
    - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
    - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
  4. "Coverage territory" means:
    - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
    - b. International waters or airspace, but only if the injury or damages occurs in the course of travel or transportation between any places in a. above; or
  - c. All other parts of the world if the injury or damage arises out of :
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
  17. "Property damage" means:
    - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
    - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

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As used in this definition, "electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. 2. Exclusions, a. (2) and (3) of SECTION I – COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY are deleted and replaced by the following:

This insurance does not apply to:

- a. "Personal and advertising injury":

(2) Arising out of publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(3) Arising out of publication of material whose first publication took place before the beginning of the policy period.

4. Exclusion (9) of SECTION I – COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, a. is deleted and replaced by the following:

- (9) Committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14. a, b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

5. The following additional exclusions are added to SECTION I – COVERAGE B. PERSONAL AND ADVERTISING INJURY, 2. Exclusions, a.:

(11) Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control;

(12) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights;

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan; or

(13) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PREMIUM AUDIT WAIVER**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

In Section IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 6. Premium Audit does not apply.

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COMMERCIAL GENERAL LIABILITY  
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF INSURING AGREEMENT -  
KNOWN INJURY OR DAMAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (OCCURRENCE VERSION)

Paragraph 1. Insuring Agreement of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the

"bodily injury" or "property damage";  
or

- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".



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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FUNGUS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly, in whole or in part, by:

1. Any "fungus(es)" or "spore(s)", or
2. Any substance, vapor or gas produced by or arising out of any "fungus(es)" or "spore(s)", or
3. Any material, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any "fungus(es)" or "spore(s)"

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that injury or damage.

For the purposes of this endorsement, the following definitions are added:

"Fungus(es)" includes, but is not limited to, any form or type of mold, mushroom or mildew.

"Spore(s)" means any reproductive body produced by or arising out of any "fungus(es)".

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

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POLICY NUMBER: PAS 36821230

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ASBESTOS EXCLUSION PENNSYLVANIA**

This endorsement modifies insurance provided under coverage parts or coverage forms as designated below. This endorsement contains two sections and each section pertains to different coverage parts or coverage forms. Please compare the coverage parts listed on the Declarations page with the coverage parts referenced in both Section 1 and 2 of this endorsement to determine the applicability of each section. PLEASE READ THIS ENTIRE ENDORSEMENT CAREFULLY.

1. This section applies to the following:

- Commercial General Liability Coverage Part
- Owners and Contractors Protective Liability Coverage Part
- Products/Completed Operations Liability Coverage Part
- Farm Liability Coverage Form (this form is contained within the Farm Coverage Part)

Notwithstanding any other provision of this policy, the insurance provided by any of the above does not apply to any of the following:

- a. "Bodily injury", "personal injury" or "property damage" arising out of or relating in any way to asbestos; or
- b. Any claim, "suit" or proceeding arising out of or relating in any way to any demand, requirement, order, direction, determination or request that you or any other entity pay, repay or reimburse sums expended or to be expended to test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
- c. Any claim, "suit" or proceeding arising out of or relating in any way to any demand, requirement, order, direction, determination or request that you or any other entity test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
- d. Any sums that you become legally obligated to pay as damages because of the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of asbestos; or
- e. Any loss, cost or expense arising out of or relating in any way to asbestos.

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2. This section applies to the following:

- Commercial Property Coverage Part
- Farm Property Coverage Form (this form is contained within the Farm Coverage Part).

Notwithstanding any other provision of this policy, the insurance provided by any of the above does not apply to any of the following:

- a. Any physical loss or damage caused by or resulting from asbestos, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage; or
- b. Any demand, requirement, order, direction, determination, or request that you or any other entity pay, repay or reimburse sums expended or to be expended to test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
- c. Any demand, requirement, order, direction, determination, or request that you or any other entity test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
- d. Any sums that you become legally obligated to pay as damages because of the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of asbestos.

However, this section does not exclude coverage for debris removal, including the removal of asbestos debris, if the debris is caused by or results from a Covered Cause of Loss that occurs during the policy period and such coverage is otherwise provided under the applicable coverage part(s). (See Additional Coverages provisions of applicable coverage part.) The coverage for debris removal, if any, shall be subject to all of the terms, conditions and limitations prescribed in the applicable coverage part of such coverage.

## COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### A. HIRED AUTO LIABILITY

The insurance provided under SECTION I – COVERAGE A applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

#### B. NON-OWNED AUTO LIABILITY

The insurance provided under SECTION I – COVERAGE A applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person other than you.

#### C. With respect to the insurance provided by this endorsement:

1. Exclusions c., e., g., h., and j. through o. under SECTION I – COVERAGE A are deleted.

2. The following exclusions are added:

a. (1) "Bodily injury" to:

(a) An "employee" of the insured arising out of and in the course of:

(i) Employment by the insured; or

(ii) Performing duties related to the conduct of the insured's business; or

(b) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (a) above.

(2) This exclusion applies:

(a) Whether the insured may be liable as an employer or in any other capacity; and

(b) To any obligation to share damages with or repay someone else who must pay damages because of injury.

(3) This exclusion does not apply to:

(a) Liability assumed by the insured under an "insured contract"; or

(b) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

b. "Property damage" to:

(1) Property owned or being transported by, or rented or loaned to the insured; or

(2) Property in the care, custody or control of the insured.

2. SECTION II – WHO IS AN INSURED is replaced by the following:

a. Each of the following is an insured under this insurance to the extent set forth below:

(1) You;

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(2) Any other person using a "hired auto" with your permission;

(3) With respect to a "non-owned auto," any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business;

(4) Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under (1), (2), or (3) above.

b. None of the following is an insured:

(1) Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment;

(2) Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;

(3) Any person while employed in or otherwise engaged in duties in connection with an "auto business," other than an "auto business" you operate;

(4) The owner or lessee (of whom you are a sub-lessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or

"employee" of any such owner or lessee;

(5) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

#### D. LIMITS OF INSURANCE

The General Aggregate limit stated in the Commercial General Liability Declarations does not apply to the insurance provided by this endorsement. Otherwise, there is no other change in the application of SECTION III - LIMITS OF INSURANCE.

#### E. ADDITIONAL DEFINITIONS

The following additional definitions apply:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos."

2. "Hired auto" means any "auto" you lease, hire or borrow. This does not include any "auto" you lease, hire or borrow from any of your "employees" or members of their households, or from any partner or "executive officer" of yours.

3. "Non-owned auto" means any "auto" you do not own, lease, hire or borrow which is used in connection with your business. However, if you are a partnership a "non-owned auto" does not include any auto owned by any partner.



BILL	POLICY NUMBER	PRODUCER NUMBER	ACCOUNT NUMBER	AUDIT PERIOD
D	PAS 36821230	18840363	M008912281-001-00001	NONE
BRANCH Z3 ZURICH GROUP-COLUMBUS				RP EFF 09/29/2003



ZURICH

**PRECISION AMERICA  
WHOLESALE PROGRAM  
COMMERCIAL UMBRELLA DECLARATIONS**

This coverage part consists of this declarations form and the coverage form and endorsements indicated as applicable on the forms list.

LIMITS OF INSURANCE				
GENERAL AGGREGATE LIMIT				\$2,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE LIMIT				\$2,000,000
EACH OCCURRENCE LIMIT				\$2,000,000
RETAINED LIMIT (NOT COVERED BY UNDERLYING INSURANCE)				\$0

  

SCHEDULE OF UNDERLYING INSURANCE				
TYPE	CARRIER/POLICY NUMBER	POLICY PERIOD	LIMITS OF INSURANCE	
Commercial Automobile Liability	EXCLUDED			
Commercial General Liability	ASSURANCE COMPANY OF AMERICA PAS 36821230	09/30/2002 09/30/2003	General Aggregate Limit	\$2,000,000
			Products & Completed Operations Aggregate Limit	\$2,000,000
		09/30/2003	Personal and Advertising Injury Limit	\$1,000,000
			Each Occurrence Limit	\$1,000,000
Employers Liability	NORTHERN WC036822493	10/01/2000	Bodily Injury Each Accident	\$100,000
		10/01/2001	Bodily Injury By Disease Policy Limit	\$500,000
			Bodily Injury By Disease Each Employee	\$100,000
AUTO LIABILITY HIRED & NON-OWNED	ASSURANCE COMPANY OF AMERICA PAS 36821230	09/30/2002 09/30/2003	EACH OCCURRENCE	\$1,000,000

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## COMMERCIAL UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the NAMED INSURED stated on the DECLARATIONS PAGE, and any other person or organization qualifying as a NAMED INSURED under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION 3. WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION 5. DEFINITIONS.

### SECTION 1. INSURING AGREEMENTS

#### 1.01 Coverage

- A) We will pay on behalf of the insured those sums in excess of the "retained limit" which the insured becomes legally obligated to pay as damages for:
  - 1) "Bodily injury" or "property damage" occurring during the POLICY PERIOD stated on the DECLARATIONS PAGE and caused by an "occurrence";
  - 2) "Personal injury" caused by an offense committed during the POLICY PERIOD stated on the DECLARATIONS PAGE and arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
  - 3) "Advertising injury" caused by an offense committed during the POLICY PERIOD stated on the DECLARATIONS PAGE and in the course of advertising your goods, products or services.
- B) No other obligation or liability to pay sums or perform any act or service is covered unless explicitly provided for under Item 1.02, Defense, Settlement and Supplementary Payments.

#### 1.02 Defense, Settlement and Supplementary Payments

- A) When "underlying insurance" does not apply to an "occurrence" or offense and coverage for the "occurrence" or offense is provided by this coverage part, we have the right and duty to defend any "suit" seeking damages but
  - 1) The amount we will pay for damages, subject to the "retained limit", is limited as described in Item 1.03, Limits of Insurance;
  - 2) We may, at our option, investigate any "occurrence" or offense and settle any "claim" or "suit" that may result;
  - 3) The amount we pay for defense is not subject to the "retained limit" and is in addition to the applicable LIMITS OF INSURANCE stated on the DECLARATIONS PAGE; and
  - 4) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments and settlements.
- B) When "underlying insurance" does apply to an "occurrence" or offense, we are not obligated to investigate, defend or be responsible for payment of supplementary expenses provided by the "underlying insurance". However, we have the right and opportunity to associate with you and your underlying insurer in the defense and control of any "claim" or "suit" reasonably likely to involve us. Should this occur, you are obligated to cooperate fully with us.

When the limits of insurance, afforded to you by your "underlying insurance", are used up by an "occurrence" or offense, we will assume charge of the settlement or defense

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of any "claim" or "suit" against you resulting from the same "occurrence" or offense. Our coverage part must cover the "occurrence" or offense and be the immediate excess coverage of your "underlying insurance". When we associate with you or assume charge of the defense of any "claim" or "suit", we will do so at our own expense. The amount we pay for defense is in addition to the applicable LIMITS OF INSURANCE stated on the DECLARATIONS PAGE. Our right and duty to defend end when we have used up the applicable limits of insurance in the payment of judgments and settlements.

C) Supplementary Payments. We will pay with respect to any "claim" or "suit" we defend under this coverage part

- 1) All expenses we incur.
- 2) The cost of bail bonds required because of an "occurrence" or traffic law violations arising out of the use of any vehicle to which this coverage part applies. We do not have to furnish these bonds.
- 3) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- 5) All costs taxed against the insured in the "suit".
- 6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- 7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

The amount we pay for Supplementary Payments is in addition to the applicable LIMITS OF INSURANCE stated on the DECLARATIONS PAGE. Our duty to make Supplementary Payments described in 1), 2), 3), 4), and 5), above, ends when we have used up the applicable limit of insurance in the payments of judgments and settlements.

### 1.03 Limits of Insurance

- A) The LIMITS OF INSURANCE shown on the DECLARATIONS PAGE and the rules below fix the most we will pay regardless of the number of:
  - 1) Insureds;
  - 2) "Claims" made or "suits" brought; or
  - 3) Persons or organizations making "claims" or bringing "suits".
- B) If there is a GENERAL AGGREGATE LIMIT stated in the LIMITS OF INSURANCE on the DECLARATIONS PAGE, that limit is the most we will pay for all injuries and damages other than those arising out of the "products-completed operations hazard" or arising out of the ownership, operation, maintenance, use, "loading or unloading", or entrustment to others of an "auto".
- C) If there is a PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT stated in the LIMITS OF INSURANCE on the DECLARATIONS PAGE, that limit is the most we will pay for all injuries or damages arising out of the "products-completed operations hazard".
- D) If there is a COMBINED AGGREGATE LIMIT stated in the LIMITS OF INSURANCE on the DECLARATIONS PAGE, that limit is the most we will pay for all injuries or damages, other than those arising out of the ownership, operation, maintenance, use, "loading or unloading", or entrustment to others of an "auto".

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- E) Subject to B), C), or D) above, whichever applies, the EACH OCCURRENCE LIMIT stated in the LIMITS OF INSURANCE on the DECLARATIONS PAGE, is the most we will pay for all damages arising from a single "occurrence" or offense.

The Limits of Insurance set forth in A), B), C), D), and E), above, apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the POLICY PERIOD shown on the DECLARATIONS PAGE, unless the POLICY PERIOD is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be considered part of the last preceding period for purposes of determining the Limits of Insurance.

#### 1.04 Territory

This coverage part applies to a covered "occurrence" or offense that happens anywhere.

### SECTION 2. EXCLUSIONS

This insurance does not apply to:

#### 2.01 Advertising Injury, Personal Injury

##### A) "Advertising injury" or "personal injury":

- 1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- 2) Arising out of oral or written publication of material whose first publication took place before the beginning of the POLICY PERIOD;
- 3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or
- 4) For which the insured has assumed liability in a contract or agreement. However, this does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

##### B) "Advertising injury" arising out of:

- 1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- 2) The failure of goods, products or services to conform with advertised quality or performance;
- 3) The wrong description of the price of goods, products or services; or
- 4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

#### 2.02 Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- A) Any insured while using or legally responsible for the use of any non-owned aircraft chartered with paid crew, by or on behalf of any insured provided the actual use is with your permission. For purposes of this paragraph, the owner, pilot or aircrew or any other person operating the aircraft is not an insured.
- B) Liability for "bodily injury" to any "employee" of yours arising out of and in the course of employment by you; or
- C) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft

**2.03 Aircraft Products**

"Bodily injury", "property damage", "personal injury" or "advertising injury" included in the "products-completed operations hazard" that arises out of any aircraft product designed or manufactured by you as an aircraft or for installation in any aircraft. This includes ground support or control equipment while used with aircraft.

As used in this exclusion, aircraft product means:

- A) Aircraft, including missiles or spacecraft, or any part or portion thereof; or
- B) Any article, good or product designed or manufactured for use in the control, maintenance or operation of any aircraft.

**2.04 Asbestos**

- A) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of or relating in any way to asbestos;
- B) Any "claim", "suit" or proceeding arising out of or relating in any way to any demand, requirement, order, direction, determination or request that you or any other entity pay, repay or reimburse sums expended or to be expended to test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos;
- C) Any "claim", "suit" or proceeding arising out of or relating in any way to any demand, requirement, order, direction, determination or request that you or any other entity test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos;
- D) Any sums that you become legally obligated to pay as damages because of the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of asbestos; or
- E) Any loss, cost or expense arising out of or relating in any way to asbestos.

**2.05 Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- A) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- B) That the insured would have in the absence of the contract or agreement.

**2.06 Discrimination, Humiliation**

"Bodily injury" or "personal injury" arising out of discrimination or humiliation:

- A) That is directly or indirectly related to the employment or prospective employment by the insured of any person or persons; or
- B) That is based on race, creed, color, sex, age or national origin.

**2.07 Employees Retirement Income Security Act**

Liability imposed upon any insured under the Employees Retirement Income Security Act (ERISA) of 1974 as now or hereafter amended, or any similar law.

**2.08 Employers Liability**

- A) 1) a) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her employment by the insured for which the insured may be held liable as an employer or in any other capacity;
- b) Any obligation of the insured to indemnify or contribute with another because of damages for "bodily injury" to an "employee" arising out of and in the course of his or her employment by the insured; or

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- c) "Bodily injury" to the spouse, child, parent, brother or sister of an "employee" of the insured as a consequence of "bodily injury" to such "employee" arising out of and in the course of his or her employment by the insured.

2) However, A)1)a), b), and c) do not apply:

- a) To liability assumed by the insured under an "insured contract".
- b) To the extent coverage is available to the insured in a policy listed in the SCHEDULE OF UNDERLYING INSURANCE.

B) "Bodily injury" to your "employees" if the "bodily injury" arises out of and in the course of employment that is subject to the Workers Compensation Law of Massachusetts, Missouri, New Jersey, or New York. However, this provision does not apply to liability assumed by the insured under an "insured contract".

#### 2.09 Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force in protecting persons or property.

#### 2.10 Fellow Employee Injury

Any "employee" as an insured with respect to "bodily injury" or "personal injury":

- A) To you, to your partners or members (if you are a partnership or joint venture), or to a co-"employee" while in the course of his or her employment or while performing duties related to the conduct of your business;
- B) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph A) above;
- C) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs A) and B) above; or
- D) Arising out of his or her providing or failing to provide professional health care services.

However, this exclusion does not apply to the extent that coverage for fellow employee injury is available to the insured by a policy listed in the SCHEDULE OF UNDERLYING INSURANCE.

#### 2.11 Impaired Property

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- A) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- B) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

#### 2.12 Nuclear Energy

A) "Bodily injury" or "property damage":

- 1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- 2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection

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pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- B) Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- C) "Bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
  - 1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
  - 2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured, or
  - 3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- D) As used in this exclusion:
  - 1) "Hazardous properties" includes radioactive, toxic or explosive properties.
  - 2) "Nuclear material" means "source material", "special nuclear material" or "by-product material".
  - 3) "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
  - 4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
  - 5) "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
  - 6) "Nuclear facility" means:
    - a) Any "nuclear reactor";
    - b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
    - c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
    - d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.



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"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

### 2.13 Pollution

A) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- 1) At or from any premises, site or location which is or was at any time owned or occupied by or rented or loaned to, any insured;
- 2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- 3) Which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- 4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
  - a) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
  - b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

Subparagraphs A)1) and A)4)a), above, do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

B) Any loss, cost or expense arising out of any:

- 1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- 2) "Claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

C) "Bodily injury", "property damage", "personal injury", or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- 1) That are, or that are contained in any property that is:
  - a) Being transported or towed by, handled, or handled for movement into, onto or from any "auto";
  - b) Otherwise in the course of transit by or on behalf of the insured; or
  - c) Being stored, disposed of, treated or processed in or upon any "auto";
- 2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto any "auto"; or
- 3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

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Paragraph C)1), above, does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of any "auto", or its parts, insured by a policy listed in the SCHEDULE OF UNDERLYING INSURANCE, if:

- a) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- b) The "bodily injury", "property damage", "personal injury" or "advertising injury" does not arise out of the operation of any equipment listed in paragraphs F)2) and F)3) of the definition of "mobile equipment".

Paragraphs C)2) and C)3), above, of this exclusion do not apply to accidents that occur away from premises owned by or rented to an insured with respect to "pollutants" not in or upon any "auto" insured by a policy listed in the SCHEDULE OF UNDERLYING INSURANCE, if:

- a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned, or damaged as a result of the maintenance or use of that "auto"; and
- b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 2.14 Property Damage

"Property damage" to:

- A) Property which is owned by, leased by, rented to or used by you;
- B) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- C) Personal property in the care, custody or control of the insured;
- D) Property, other than aircraft or watercraft, rented or loaned to you, occupied or used by you or in your care, custody or control to the extent you are obligated by contract to provide insurance for such property;
- E) Aircraft or watercraft owned or rented by you or in your care, custody or control; or
- F) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations;
- G) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it. This paragraph does not apply to "property damage" included in the "products-completed operations hazard";
- H) "Your product" arising out of it or any part of it; or
- I) "Your work" arising out of it or any part of it and included in the "products-completed operations hazard". This exclusion does not apply if the damaged work or work out of which the damage arises was performed on your behalf by a subcontractor.

Paragraph B) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs A), F) and G) of this exclusion do not apply to liability assumed under a sidetrack agreement.

#### 2.15 Racing

"Bodily injury" or "property damage" arising out of the use of any "auto" or "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity. However, this exclusion does not apply to those activities for which coverage is afforded to the insured by a policy listed in the SCHEDULE OF UNDERLYING INSURANCE.

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**2.16 Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- A) "Your product";
- B) "Your work"; or
- C) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**2.17 Uninsured Motorist, No-Fault**

Damages claimed for any loss, cost, or expense under any uninsured motorist, underinsured motorist, automobile no-fault or first party personal injury protection law, or any similar law.

**2.18 War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

**2.19 Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- A) A watercraft that is:
  - 1) Less than 51 feet long owned by any insured; or
  - 2) Not owned by any insured;
 but only if the watercraft is not being used to carry persons or property for a charge;
- B) A watercraft while ashore on premises you own, rent or occupy;
- C) Liability for "bodily injury" to any "employee" of yours arising out of and in the course of employment by you; or
- D) Liability assumed under an "insured contract" for the ownership, maintenance or use of watercraft.

**2.20 Workers Compensation and Similar Laws**

Any obligation of the insured under a Workers Compensation, disability benefits, occupational disease or unemployment compensation law or any similar law except this exclusion does not apply to liability assumed by the insured under an "insured contract".

**SECTION 3. WHO IS AN INSURED****3.01 If you are designated on the DECLARATIONS PAGE as:**

- A) An individual, you and your spouse are an insured, but only with respect to the conduct of a business of which you are the sole owner.
- B) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- C) An organization other than a partnership or joint venture, you are an insured. Your "executive officers" and directors are also insureds, but only with respect to their

duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

3.02 Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or interest which is greater than 50%, will qualify as a NAMED INSURED if there is no other similar insurance available to that organization. However, this coverage part does not apply to:

- A) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- B) "Personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

3.03 Each of the following is also an insured:

- A) Any person or organization for which you have agreed in a written contract to include as an insured, however:
  - 1) Only in connection with liability arising out of the operation of your business;
  - 2) Only to the extent that coverage is afforded to that person or organization by "underlying insurance"; and
  - 3) Only up to the extent of the limits of liability required by such contract, not to exceed the applicable LIMITS OF INSURANCE of this coverage part.
- B) Any other person or organization that is included as an insured or additional insured under "underlying insurance" is an insured but only to the extent that coverage is afforded to that person or organization by the "underlying insurance".
- C) Any person or organization while acting on your behalf as a real estate manager.
- D) Your "employees", while acting within the scope of their duties as your "employees", except in connection with the ownership, maintenance, operation, use, "loading or unloading" of an "auto", other than one owned by, loaned to, or hired for use by you.
- E) Anyone is an insured while using, with your permission, any "auto" owned, hired or borrowed by you except:
  - 1) Someone engaged in the business of selling, servicing, repairing, parking or storing "autos" unless you own or operate that business.
  - 2) The owner of an "auto" you hire or borrow including one of your "employees" or a member of the "employees" household.
- F) Any of your subsidiary companies or any company over which you exercise control and actively manage, but only to the extent that coverage is afforded to the subsidiary or managed company by "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a NAMED INSURED on the DECLARATIONS PAGE.

#### SECTION 4. COMMERCIAL UMBRELLA CONDITIONS

##### 4.01 Appeals

In the event you or your underlying insurer elect not to appeal a judgment in excess of the "retained limit", we may do so at our expense and will be responsible for the taxable costs, disbursements and interest incidental to those items, but in no event will our liability exceed the applicable limit specified in the LIMITS OF INSURANCE on the DECLARATIONS PAGE.

##### 4.02 Assignment - Transfer of Your Rights and Duties

Your rights and duties under this coverage part may not be transferred without our written consent except in the case of death of an individual NAMED INSURED.

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If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

#### 4.03 Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage part.

#### 4.04 Cancellation – Non Renewal

- A) The first NAMED INSURED shown on the DECLARATIONS PAGE may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- B) We may cancel this policy by mailing or delivering to the first NAMED INSURED written notice of cancellation at least
  - 1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
  - 2) 30 days before the effective date of cancellation if we cancel for any other reason.
- C) We will mail or deliver our notice to the first NAMED INSURED'S last mailing address known to us.
- D) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- E) If this policy is cancelled, we will send the first NAMED INSURED any premium refund due. If we cancel, the refund will be pro rata. If the first NAMED INSURED cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- F) If we decide not to renew this policy, we will mail or deliver to the first NAMED INSURED shown on the DECLARATIONS PAGE written notice of the non-renewal not less than 30 days before the expiration date.
- G) If notice of cancellation or non-renewal is mailed, proof of mailing will be sufficient proof of notice.

#### 4.05 Changes

This coverage part contains all the agreements between you and us concerning the insurance afforded. The first NAMED INSURED shown on the DECLARATIONS PAGE is authorized to make changes in the terms of this coverage part with our consent. This coverage part's terms can be amended or waived only by endorsement issued by us and made a part of this coverage part.

#### 4.06 Drop Down Over Underlying Insurance Aggregate Reduction Or Exhaustion

If an aggregate limit of insurance of any "underlying insurance" should be reduced or exhausted by reason of payment of damages due to injuries or offenses which occur during the POLICY PERIOD shown in the DECLARATIONS PAGE, then, subject to the applicable limits of insurance of this coverage part:

- A) In the event of "underlying insurance" aggregate reduction, this coverage part will drop down and apply in excess of the applicable reduced "underlying insurance" aggregate; or
- B) In the event of "underlying insurance" aggregate exhaustion, this coverage part will drop down and apply as "underlying insurance" subject to terms and conditions of this coverage part, for the remainder of the policy period of such "underlying insurance" or the end of this POLICY PERIOD, whichever occurs first.

No "retained limit" will apply.

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**4.07 Duties in the Event of Occurrence, Claim or Suit**

- A) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a "claim". To the extent possible, notice should include:
- 1) The insured's name and address;
  - 2) How, when and where the "occurrence" or offense took place;
  - 3) The names and addresses of any injured persons and witnesses; and
  - 4) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- B) Notice of an "occurrence" or offense is not notice of a "claim". However, if a "claim" is made or "suit" is brought against any insured you must:
- 1) Immediately record the specifics of the "claim" or "suit" and the date received;
  - 2) Notify us as soon as practicable; and
  - 3) Provide us with written notice of the "claim" or "suit" as soon as practicable.
- C) You and any other involved insured must:
- 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
  - 2) Authorize us to obtain records and other information;
  - 3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
  - 4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- D) No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our consent.
- E) Knowledge of an "occurrence" or offense, "claim" or "suit" by the agent, servant or "employee" of an insured shall not in itself constitute your knowledge unless your officer, manager, or partner has received notice of the "occurrence", offense, "claim", or "suit".
- F) Failure by an agent, servant or "employee" of an insured (other than an officer, manager, or partner) to notify us of an "occurrence" or offense will not be considered a failure to comply with paragraphs A) and B) above.

**4.08 Inspections and Surveys**

We have the right but are not obligated to:

- A) Make inspections and surveys at any time;
- B) Give you reports on the conditions we find; and
- C) Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, and we do not warrant that conditions:

- A) Are safe or healthful; or
- B) Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

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**4.09 Legal Action Against Us**

No person or organization has a right under this coverage part

- A) To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- B) To sue us on this coverage part, unless all its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this coverage part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

**4.10 Maintenance of Underlying Insurance**

- A) You agree that you will maintain the "underlying insurance" without alteration of terms, limits or conditions in full effect during this POLICY PERIOD, except for any reduction or exhaustion of the aggregate or occurrence limits in the "underlying insurance" as described in Condition 4.06, Drop Down Over Underlying Insurance Aggregate Reduction Or Exhaustion.
- B) If any "underlying insurance" is not available or collectible because of:
  - 1) the bankruptcy or insolvency of the underlying insurer(s) providing that "underlying insurance"; or
  - 2) the inability or failure for any other reason of the underlying insurer(s) to comply with any of the obligations of its policy,
 then this coverage part will apply (and amounts payable will be determined) as if that "underlying insurance" were available and collectible.
- C) Your failure to comply with this condition will not invalidate this coverage part. In the event you fail to comply, we will be liable only to the extent we would have been had you maintained the "underlying insurance".

**4.11 Other Insurance**

If you have collectible insurance available to you covering a loss also covered by this coverage part, the insurance afforded by this coverage part will apply as excess of and not contribute with such other insurance. However, this limitation does not apply to other insurance which is specifically written as excess insurance over the limits afforded by this coverage part.

**4.12 Premiums, Premium Audit, Examination Of Your Books And Records**

- A) The first NAMED INSURED shown on the DECLARATIONS PAGE:
  - 1) Is responsible for the payment of all premiums; and
  - 2) Will be the payee for any return premiums we pay.
- B) We will compute all premiums for this coverage part in accordance with our rules and rates.
- C) The premium on the DECLARATIONS PAGE, if stated as subject to audit, is a deposit premium only. At the close of each audit period we will compute the earned premium for that period.
- D) If stated as subject to audit, audit premiums are due and payable on notice to the first NAMED INSURED. If the sum of the POLICY PREMIUM shown on the DECLARATIONS PAGE and the audit premiums paid for the POLICY PERIOD is greater than the earned premium, we will return the excess to the first NAMED INSURED.
- E) The first NAMED INSURED must keep records of the information we need for premium computation and send us copies at such times as we may request.

F) We may examine and audit your books and records as they relate to this coverage part at any time during the POLICY PERIOD and up to three years afterward.

#### 4.13 Representations

By accepting this policy, you agree:

- A) The statements on the DECLARATIONS PAGE are accurate and complete;
- B) Those statements are based upon representations you made to us; and
- C) We have issued this policy in reliance upon your representations.

#### 4.14 Separation of Insureds

Except with respect to the LIMITS OF INSURANCE, and any rights or duties specifically assigned in this coverage part to the first NAMED INSURED, this insurance applies:

- A) As if each NAMED INSURED were the only NAMED INSURED; and
- B) Separately to each insured against whom "claim" is made or "suit" is brought.

#### 4.15 Settlement of Claims or Suits

We may pay, but we are not obligated to pay, any part or all of the "retained limit" which is not covered by "underlying insurance" to effect settlement of any "claim" or "suit". Upon notification of this action, you will promptly reimburse us for the amount of such part of the "retained limit" paid by us.

#### 4.16 Transfer of Rights of Recovery Against Others to Us

If any insured has rights to recover all or part of any payment we have made under this coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Recoveries received will be applied first to reimburse any insured for payment it may have made in excess of the "retained limit" plus the LIMIT OF INSURANCE provided by this coverage part to the extent of such payments. We will be reimbursed next to the extent of our payments under this coverage part. If any balance remains it will be applied to reimburse you or any underlying insurer as your respective interests appear. The expenses of such recovery will be apportioned in the ratio of the respective recoveries. If there is no recovery in proceedings conducted solely by us, the expenses will be borne by us.

#### 4.17 Unintentional Errors and Omissions

Any unintentional error or omission in the description of, or failure to describe completely, any premises or operations intended to be covered by this coverage part will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

### SECTION 5. DEFINITIONS

#### 5.01 Advertising Injury

"Advertising injury" means injury arising out of one or more of the following offenses:

- A) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- B) Oral or written publication of material that violates a person's right of privacy;
- C) Misappropriation of advertising ideas or style of doing business; or
- D) Infringement of copyright, title or slogan.



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**5.02 Auto**

"Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. "Auto" does not include "mobile equipment".

**5.03 Bodily Injury**

"Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from bodily injury, sickness or disease.

**5.04 Claim**

"Claim" means a demand upon the insured for damages. "Claim" does not include reports of accidents, acts, errors, "occurrences", offenses or omissions which may give rise to a "claim" under this coverage part.

**5.05 Employee**

"Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

**5.06 Executive Officer**

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**5.07 Impaired Property**

"Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- A) It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- B) You have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
  - A) The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - B) Your fulfilling the terms of the contract or agreement

**5.08 Insured Contract**

"Insured contract" means:

- A) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- B) A sidetrack agreement;
- C) Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- D) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- E) An elevator maintenance agreement;
- F) That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph F) does not include that part of any contract or agreement:

- 1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and

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affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

- 2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- 3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in 2) above and supervisory, inspection or engineering services.

#### 5.09 Leased Worker

"Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

#### 5.10 Loading or Unloading

"Loading or unloading" means the handling of property:

- A) After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- B) While it is in or on an aircraft, watercraft or "auto"; or
- C) While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

#### 5.11 Mobile Equipment

"Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- A) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B) Vehicles maintained for use solely on or next to premises you own or rent;
- C) Vehicles that travel on crawler treads;
- D) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - 1) Power cranes, shovels, loaders, diggers or drills; or
  - 2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- E) Vehicles not described in A), B), C) or D) above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - 1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - 2) Cherry pickers and similar devices used to raise or lower workers;
- F) Vehicles not described in A), B), C) or D) above maintained primarily for purposes other than the transportation of persons or cargo.

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However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos".

- 1) Equipment designed primarily for:
  - a) Snow removal;
  - b) Road maintenance, but not construction or resurfacing;
  - c) Street cleaning;
- 2) Cherry pickers and similar devices mounted on "auto" or truck chassis and used to raise or lower workers; and
- 3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

#### 5.12 Occurrence

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

All damages that arise from continuous or repeated exposure to substantially the same general harmful conditions are considered to arise from one "occurrence".

#### 5.13 Personal Injury

"Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

- A) False arrest, detention or imprisonment;
- B) Malicious prosecution;
- C) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- D) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- E) Oral or written publication of material that violates a person's right of privacy; or
- F) Discrimination or humiliation, but only with respect to injury to the feelings or reputation of a natural person.

#### 5.14 Pollutants

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

#### 5.15 Products-Completed Operations Hazard

- A) "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except
  - 1) Products that are still in your physical possession; or
  - 2) Work that has not yet been completed or abandoned.
- B) "Your work" will be deemed completed at the earliest of the following times:
  - 1) When all of the work called for in your contract has been completed.
  - 2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
  - 3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- C) This hazard does not include "bodily injury" or "property damage" arising out of:
- 1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
  - 2) The existence of tools, uninstalled equipment or abandoned or unused materials;
  - 3) Products or operations for which the classification in the "underlying insurance" carrier's policy, coverage part, or manual of rules, includes products or completed operations.

#### 5.16 Property Damage

"Property damage" means:

- A) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- B) Loss of use of tangible property that is not physically injured. All such loss will be deemed to occur at the time of the "occurrence" that caused it.

#### 5.17 Retained Limit

"Retained limit" means:

- A) An amount equal to the applicable limit of insurance for "underlying insurance"; or
- B) The amount specified in the RETAINED LIMIT (Not Covered by Underlying Insurance) on the DECLARATIONS PAGE applying to damages arising out of any one "occurrence" or offense not covered by "underlying insurance".

#### 5.18 Suit

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

- A) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- B) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

#### 5.19 Temporary Worker

"Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

#### 5.20 Underlying Insurance

"Underlying insurance" means:

- A) Those policies designated in the SCHEDULE OF UNDERLYING INSURANCE;
- B) Any other policies purchased or issued for any newly acquired or formed organization which qualifies as a NAMED INSURED in SECTION 3. WHO IS AN INSURED;
- C) Renewals or replacements of the policies in A) and B), above, if renewed or replaced during the POLICY PERIOD of this coverage part; and
- D) Any other insurance available to, collectible by or payable on your behalf, except for other insurance which is specifically written as excess insurance over this coverage part.

#### 5.21 Your Product

- A) "Your product" means:

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- 1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - a) You;
    - b) Others trading under your name; or
    - c) A person or organization whose business or assets you have acquired; and
  - 2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- B) "Your product" includes:
- 1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - 2) The providing of or failure to provide warnings or instructions.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

#### 5.22 Your Work

- A) "Your work" means:
- 1) Work or operations performed by you or on your behalf; and
  - 2) Materials, parts or equipment furnished in connection with such work or operations.
- B) "Your work" includes:
- 1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
  - 2) The providing of or failure to provide warnings or instructions.

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COMMERCIAL UMBRELLA LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AUTOMOBILE LIABILITY  
FOLLOWING FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

With respect to "bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any "auto" owned or operated by or rented or loaned to any insured, the coverage afforded by this insurance is limited to the extent that coverage is provided to the insured by a policy listed in the SCHEDULE OF UNDERLYING INSURANCE.

However, this endorsement does not modify Exclusions 2.13, Pollution, or 2.17, Uninsured Motorist, No-Fault of this coverage form.

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COMMERCIAL UMBRELLA LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT - AGGREGATE LIMITS OF INSURANCE  
(PER LOCATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

The GENERAL AGGREGATE LIMIT under Item 1.03 B), Limits of Insurance, and as stated on the DECLARATIONS PAGE of this policy, applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

## COMMERCIAL UMBRELLA LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## UMBRELLA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

- I. A) The following replaces the title in SECTION 2. EXCLUSIONS, for Advertising Injury, Personal Injury in the TABLE OF CONTENTS:  
     Personal and Advertising Injury
- B) The following replaces the titles in SECTION 5. DEFINITIONS, for Advertising Injury and Personal Injury in the TABLE OF CONTENTS:  
     Personal and Advertising Injury
- II. The following replaces paragraphs A)2) and A)3) of SECTION I INSURING AGREEMENTS, Item 1.01, Coverage:  
     A) 2) "Personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed during the POLICY PERIOD.
- III. The following replaces Exclusion 2.01, Advertising Injury, Personal Injury:  
     2.01 Personal and Advertising Injury  
         A) "Personal and advertising injury":
  - 1) Committed by, at the direction or with the consent or acquiescence of, the insured with the intention or expectation to inflict "personal and advertising injury";
  - 2) Arising out of publication of material, if done by or at the direction of the insured with knowledge of its falsity;
  - 3) Arising out of publication of material whose first publication took place before the beginning of the POLICY PERIOD;
  - 4) Arising out of a criminal act committed by or at the direction of any insured;
  - 5) Arising out of a violation of an antitrust law;
  - 6) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement; to injury arising out of false arrest, detention or imprisonment, malicious prosecution; or to the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;  
     provided the contract or agreement is an "insured contract" and the injury is caused by an offense which occurs subsequent to the execution of the contract or agreement;
  - 7) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
  - 8) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
  - 9) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or
  - 10) Committed by an insured whose business is:



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- a) Advertising, broadcasting, publishing or telecasting;
- b) Designing or determining content of web-sites for others; or
- c) An Internet search, access, content or service provider.

However, this exclusion does not apply to paragraphs A), B) or C) of "personal and advertising injury" under SECTION 5. DEFINITIONS. For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (11) Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (12) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan; or

- (13) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

IV. The following replaces the first paragraph of Item 2.03, **Aircraft Products**:

**2.03 Aircraft Products**

"Bodily injury", "property damage" or "personal and advertising injury" included in the "products-completed operations hazard" that arises out of any aircraft product designed or manufactured by you as an aircraft or for installation in any aircraft. This includes ground support or control equipment while used with aircraft.

V. The following replaces paragraph A) of Item 2.04, **Asbestos**:

- A) "Bodily injury", "property damage" or "personal and advertising injury" arising out of or relating in any way to asbestos;

VI. The following replaces the lead-in phrase of Item 2.06, **Discrimination, Humiliation**:

"Bodily injury" or "personal and advertising injury" arising out of discrimination or humiliation:

VII. The following replaces the lead-in phrase of Item 2.10, **Fellow Employee Injury**:

Any "employee" as an insured with respect to "bodily injury" or "personal and advertising injury":

VIII. A) The following replaces paragraph A) 1) of Item 2.13, **Pollution**:

- A) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- 1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, subparagraph 1) does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

- 2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- 3) Which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

- 4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

- a) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

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- b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

Subparagraphs A)1) and A)4)a), above, do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- B) The following replaces the lead-in phrase of paragraph C) of Item 2.13, Pollution:

- c) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

- C) The following replaces paragraph C)3)b) of Item 2.13, Pollution:

- b) The "bodily injury", "property damage" or "personal and advertising injury" does not arise out of the operation of any equipment listed in paragraphs F)2) and F)3) of the definition of "mobile equipment".

- IX. The following replaces paragraph B) of Item 3.02:

- B) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

- X. The following condition is added to SECTION 4. COMMERCIAL UMBRELLA CONDITIONS:

**Two Or More Coverage Forms Or Policies Issued By Us**

If this Commercial Umbrella Coverage Form and any other Umbrella or Excess Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

- XI. Definitions 5.01, Advertising Injury; 5.13, Personal Injury and 5.16, Property Damage, are replaced with the following:

**5.01 Advertisement**

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- (A) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- (B) Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**5.13 Personal and Advertising Injury**

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- A) False arrest, detention or imprisonment;
- B) Malicious prosecution;
- C) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- D) Publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- E) Publication, in any manner, of material that violates a person's right of privacy;
- F) The use of another's advertising idea in your "advertisement"; or
- G) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**5.16 Property Damage**

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"Property damage" means:

- A) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- B) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

As used in this definition, "electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

XII. Definition 5.05, **Employee**, is amended to include the following:

If the definition of "employee" has been amended by an endorsement to a policy listed in the SCHEDULE OF UNDERLYING INSURANCE, that definition supersedes the definition of "employee" in this policy.

XIII. The following replaces the first sentence of Item 5.18, **Suit**

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged.

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COMMERCIAL UMBRELLA LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PENNSYLVANIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

I. The following replaces Item 4.04, Cancellation - Non Renewal:

**4.04 Cancellation - Non Renewal**

- A) The NAMED INSURED shown on the DECLARATIONS PAGE may cancel this policy by writing or giving notice of cancellation.
- B) 1) If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the NAMED INSURED written notice of cancellation at least 30 days before the effective date of cancellation.
- 2) If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
  - a) You have made a material misrepresentation which affects the insurability of the risk. Notice will be mailed or delivered at least 15 days before the effective date of cancellation.
  - b) You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
  - c) A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the POLICY PERIOD. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
  - d) Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
  - e) Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
  - f) Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

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This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us.

- C) We will mail or deliver our notice to the NAMED INSURED'S last mailing address known to us. Notice of cancellation will state the reasons for cancellation.
- D) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- E) If this policy is cancelled, we will send the NAMED INSURED any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the NAMED INSURED cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
- F) If we decide not to renew this policy, we will mail or deliver written notice of non renewal, stating the reasons for non renewal, to the NAMED INSURED at least 60 days before the expiration date of the policy.
- G) If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

II. The following is added to SECTION 4. COMMERCIAL UMBRELLA CONDITIONS:

**4.18 Increases of Premium**

If we increase your renewal premium, we will mail or deliver to the NAMED INSURED:

- a) Written notice of our intent to increase the premium at least 60 days before the expiration date of this policy; and
- b) An estimate of the increase at least 30 days before the expiration date of this policy.

III. The following is added to SECTION 4. COMMERCIAL UMBRELLA CONDITIONS:

**4.19 Right To Request Loss Information**

If we cancel this policy mid-term or send notice of non renewal to you as set forth in the preceding paragraphs of this endorsement within 10 days of your receipt of the notice of cancellation or non renewal, you have the right to request we supply you with loss information for the latest three policy years or the period we afforded coverage to you, whichever is less. If you make the request for loss information within that 10 day period, we will forward that data to you within 30 days after receipt of your written request.

Any notice of non renewal or renewal premium increase will be mailed or delivered to the NAMED INSURED'S last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

IV. The following is added to SECTION 4. COMMERCIAL UMBRELLA CONDITIONS:

**4.20 Insurance Consultation Services Exemption Act**

- A) An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

- 1) surveys;
- 2) consultation or advice; or
- 3) inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the insurance company, its agents, employees or service contractors acting on its behalf, is

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not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

B) The Act does not apply:

- 1) If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the insurance company, its agents, employees or service contractors;
- 2) To consultation services required to be performed under a written service contract not related to a policy of insurance; or
- 3) If any acts or omissions of the insurance company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

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COMMERCIAL UMBRELLA LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FUNGUS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" caused directly or indirectly, in whole or in part, by:

1. Any "fungus(es)" or "spore(s)", or
2. Any substance, vapor or gas produced by or arising out of any "fungus(es)" or "spore(s)", or
3. Any material, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any "fungus(es)" or "spore(s)"

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that injury or damage.

For the purposes of this endorsement, the following definitions are added:

"Fungus(es)" includes, but is not limited to, any form or type of mold, mushroom or mildew.

"Spore(s)" means any reproductive body produced by or arising out of any "fungus(es)".

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COMMERCIAL UMBRELLA LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYMENT - RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury", "personal injury", or "advertising injury" to:

A) A person arising out of any:

- 1) Refusal to employ that person;
- 2) Termination of that person's employment; or
- 3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

B) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury", "personal injury", or advertising injury" to that person at whom any of the employment-related practices described in Paragraphs 1), 2), or 3) above is directed.

This exclusion applies:

- 1) Whether the insured may be liable as an employer or in any other capacity; and
- 2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



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COMMERCIAL UMBRELLA LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF INSURING AGREEMENT -  
KNOWN INJURY OR DAMAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

i. Item 1.01, Coverage, is replaced by the following:

**1.01 Coverage**

- A) We will pay on behalf of the insured those sums in excess of the "retained limit" which the insured becomes legally obligated to pay as damages for:
  - 1) "Bodily injury" or "property damage" to which this insurance applies, occurring during the POLICY PERIOD stated on the DECLARATIONS PAGE and caused by an "occurrence";
  - 2) "Personal injury" to which this insurance applies, caused by an offense committed during the POLICY PERIOD stated on the DECLARATIONS PAGE and arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
  - 3) "Advertising injury" to which this insurance applies, caused by an offense committed during the POLICY PERIOD stated on the DECLARATIONS PAGE and in the course of advertising your goods, products or services.
- B) This insurance applies to "bodily injury" and "property damage" only if:
  - 1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the coverage territory;
  - 2) The "bodily injury" or "property damage" occurs during the POLICY PERIOD; and
  - 3) Prior to the POLICY PERIOD, no insured listed under Item 3.01, of SECTION 3. WHO IS AN INSURED and no "employee" authorized by you to give or receive notice of an "occurrence" or "claim", knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the POLICY PERIOD, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the POLICY PERIOD will be deemed to have been known prior to the POLICY PERIOD.
- C) "Bodily injury" or "property damage" which occurs during the POLICY PERIOD and was not, prior to the POLICY PERIOD, known to have occurred by any insured listed under Item 3.01, of SECTION 3. WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "occurrence" or "claim", includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the POLICY PERIOD.

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- D) "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Item 3.01, of SECTION 3. WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "occurrence" or "claim":
- 1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - 2) Receives a written or verbal demand or "claim" for damages because of the "bodily injury" or "property damage"; or
  - 3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- E) Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- F) No other obligation or liability to pay sums or perform any act or service is covered unless explicitly provided for under Item 1.02, Defense, Settlement and Supplementary Payments.